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Suite SW3-190  
Cupertino, CA 95014  
tel +1 408-446-4222  
fax +1 408-446-5444

## MEMORANDUM

DATE: 20 FEB 06  
TO: MMP PORTFOLIO MATERIALS FILE  
RE: AUTHORITY COMPENDIUM

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This Compendium contains the following items, verifying TPL's authority with respect to the MMP Portfolio:

1. Stipulated Judgment confirming joint ownership;
2. Grant of rights from Moore to TPL;
3. Grant of rights from TPL to NewCo;
4. Grant of rights from PTSC to NewCo; and
5. Grant of rights from NewCo to TPL.

# 1. Stipulated Judgment confirming joint ownership;

1 TOWNSEND AND TOWNSEND AND CREW LLP  
2 ROGER L. COOK (State Bar No. 55208)  
3 ERIC P. JACOBS (State Bar No. 88413)  
4 IRIS SOCKEL MITRAKOS (State Bar No. 190162)  
5 Two Embarcadero Center, Eighth Floor  
6 San Francisco, California 94111  
7 Telephone: (415) 576-0200  
8 Facsimile: (415) 576-0300

9 *Attorneys for Defendants Technology Properties, Ltd.*  
10 *and Daniel E. Leckrone*

11 HENNEMAN & SAUNDERS  
12 F. ERIC SAUNDERS (State Bar No. 87686)  
13 3081 Ponderosa Road  
14 P.O.Box 2215  
15 Arnold, CA 95223  
16 Telephone: (209) 795-6650  
17 Facsimile: (209) 795-6659

18 *Attorney for Defendant Charles H. Moore*

19 UNITED STATES DISTRICT COURT  
20 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
21 SAN JOSE DIVISION

22 PATRIOT SCIENTIFIC CORPORATION,

23 Plaintiff,

24 v.

25 CHARLES H. MOORE, TECHNOLOGY  
26 PROPERTIES LTD., and DANIEL E.  
27 LECKRONE,

28 Defendants.

Case No. C 04 0618 JF (HRL)

**E-FILING CASE**

**STIPULATED FINAL JUDGMENT**

IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

Plaintiff Patriot Scientific Corporation ("Patriot"), on one hand, and Defendants Charles H. Moore ("Moore"), Technology Properties, Ltd. ("TPL") and Daniel E. Leckrone ("Leckrone"), on the other hand, hereby stipulate and agree as follows:

1. Patriot, Moore, and TPL, among others, have entered into a series of negotiated agreements, pursuant to which Patriot, Moore, and TPL have agreed to settle all litigation among them on the terms and conditions contained in that certain Master Agreement by and among Patriot, TPL and Moore, dated as of June 1, 2005.

2. Pursuant to the terms of the Master Agreement referred to above, the settlement of the litigation among Patriot, Moore, and TPL, as well as the transactions contemplated by the Master Agreement, will not become effective unless and until this Stipulated Final Judgment is executed by all of the parties hereto and filed with the Court.

3. Patriot, Moore, and TPL desire to settle all litigation among them through this Stipulated Final Judgment and the negotiated agreements, and have all right, power, and authority to do so, as well as to enter into the Master Agreement and related documents and effectuate the transactions contemplated thereby in furtherance of the terms of this Stipulated Final Judgment and the negotiated agreements.

4. In connection therewith, Patriot's Third Amended Complaint seeking a declaration as to inventorship and ownership of United States Patent Number 5,809,336 (the "'336 Patent") shall be and hereby is dismissed with prejudice.

5. Final judgment shall be and hereby is entered in favor of Defendants Moore, TPL and Leckrone on Defendants' Counterclaims for a declaration that Moore is at least a co-inventor and TPL is at least a co-owner of the '336 Patent and U.S. Patent Nos. 6,598,148 ("'148 Patent"), 5,440,749 ("'749 Patent"), 5,530,890 ("'890 Patent"), 5,604,915 ("'915 Patent"), 5,659,703 ("'703 Patent") and 5,784,584 ("'584 Patent").

6. Patriot waives any and all right to appeal from this Stipulated Final Judgment.

7. Each party shall bear its own attorneys' fees and costs in connection with this action.


8. This Court shall retain jurisdiction over this action for the purposes of enforcing, construing, clarifying, and modifying this Stipulated Final Judgment.

9. The Clerk of the Court is directed to give notice of entry of this Stipulated Final Judgment pursuant to Rule 77(d) of the Federal Rules of Civil Procedure.

[remainder of page intentionally blank]

DATED: June 8, 2005

TOWNSEND and TOWNSEND and CREW LLP

By:   
Roger L. Cook  
Attorneys for Defendants  
Technology Properties Ltd. and Daniel E. Leckrone

DATED: June \_\_, 2005

HENNEMANN & SAUNDERS

By: \_\_\_\_\_  
F. Eric Saunders  
Attorney for Defendant Charles H. Moore

DATED: June \_\_, 2005

By: \_\_\_\_\_  
Carlton Johnson  
Attorney for Plaintiff  
Patriot Scientific Corporation

IT IS SO ORDERED

DATED: June \_\_, 2005

\_\_\_\_\_  
UNITED STATES DISTRICT COURT JUDGE

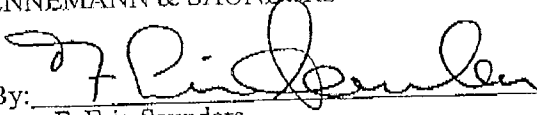
DATED: June \_\_, 2005

TOWNSEND and TOWNSEND and CREW LLP

By: \_\_\_\_\_  
Roger L. Cook  
Attorneys for Defendants  
Technology Properties Ltd. and Daniel E. Leckrone

DATED: June 8, 2005

HENNEMANN & SAUNDERS

By:  \_\_\_\_\_  
F. Eric Saunders  
Attorney for Defendant Charles H. Moore

DATED: June \_\_, 2005

By: \_\_\_\_\_  
Carlton Johnson  
Attorney for Plaintiff  
Patriot Scientific Corporation

IT IS SO ORDERED

DATED: June \_\_, 2005

\_\_\_\_\_  
UNITED STATES DISTRICT COURT JUDGE

DATED: June \_\_, 2005

TOWNSEND and TOWNSEND and CREW LLP

By: \_\_\_\_\_

Roger L. Cook  
Attorneys for Defendants  
Technology Properties Ltd. and Daniel E. Leckrone

DATED: June \_\_, 2005

HENNEMANN & SAUNDERS

By: \_\_\_\_\_

F. Eric Saunders  
Attorney for Defendant Charles H. Moore

DATED: June 9 2005

By: \_\_\_\_\_

Carlton Johnson  
Attorney for Plaintiff  
Patriot Scientific Corporation

IT IS SO ORDERED

DATED: June \_\_, 2005

\_\_\_\_\_  
UNITED STATES DISTRICT COURT JUDGE

## 2. Grant of rights from Moore to TPL;

## LICENSE

This License ("License") is entered into by and between Charles H. Moore, ("CHM") on the one hand, and Technology Properties Limited ("TPL"), on the other hand.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained as well as of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed by and between the parties hereto that:

### 1. Subject Matter.

1.1. The patents and related materials described at Attachment I, as well as all inventions, improvements, developments, and discoveries conceived, discovered, or reduced to practice by CHM or his affiliates prior to the expiration of the term of the ComAg and which relate to:

1.1.1. Moore Microprocessor ("MMP") technology, including specifically the said patents and materials; and/or

1.1.2. All continuations-in-part, reissues, divisions, re-examinations, or counterparts of such patents, domestic or foreign;

all of which is hereinafter sometimes collectively referred to as the "Licensed Technology".

1.2. Licensed Technology shall also include all rights with respect to patent rights, copyrights, mask work rights, tradenames, trademarks, trade secrets, and know-how of whatsoever kind or nature and in whatever form which relate to the Licensed Technology and in which CHM or its affiliates have an interest to the extent of such said interest.

### 2. Grant of License.

2.1. CHM hereby grants unto TPL an exclusive, worldwide license to the Licensed Technology for all fields of use and for all applications.

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2.2. This License is intended to vest in TPL the exclusive, worldwide right: (i) to regulate and control by license, sublicense, affiliation, or other agreement the practice and/or use of the Licensed Technology; (ii) to otherwise pursue the Commercialization thereof and the manufacture, sale, and use of products and/or services relying on the Licensed Technology; (iii) to sue and collect for its own use and benefit all claims for damages by reason of past infringement or use of the Licensed Technology; and, (iv) to pursue all remedies of whatsoever kind or nature for its own use and benefit relating to the past, present, or future use of the Licensed Technology.

3. Royalty. CHM shall be entitled to receive as a royalty under this License that certain portion of the Net Recovery realized from the commercialization of the Licensed Technology which is provided for and payable under the terms of the Commercialization Agreement entered into contemporaneously herewith.

4. General.

4.1. In no event shall any right, duty, or privilege arising hereunder be assigned by either party without the prior written consent of the other party, and any attempted or purported assignment without such consent shall be voidable at the option of the non-consenting party.

4.2. Any covenant requiring a party to perform or provide an act or service shall be construed to impose upon such party the burden of the cost thereof unless otherwise provided for herein.


4.3. Section titles are intended only to aid and assist the reader as an index device and are not intended to be descriptive of the contents of the section or to be used for construction or interpretation.

4.4. The failure of any provision of this Agreement by virtue of its being construed as invalid or otherwise unenforceable shall render the entire Agreement cancelable at the option of the party asserting the enforceability of the said provision.

4.5. All rights and obligations under this Agreement shall be resolved as if all persons and all transactions related to

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this Agreement had their legal residence, situs, and employment in Santa Clara County, California. Members of the most senior management level of the parties shall meet and exercise their best efforts to resolve any dispute under this Agreement, and if unsuccessful, submit such to expedited binding arbitration under the rules of the American Arbitration Association with discovery in general accordance with the Federal Rules of Civil Procedure. All costs related to the discovery shall be paid in advance by the requesting party. The cost of translating into English all discoverable materials and of providing a contemporaneous translation into English of all live testimony shall be paid in advance by the party which produces or gives the non-English language materials or testimony. All other expenses incurred by the parties in connection with the Arbitration (including reasonable attorney's fees) shall be awarded against the party initiating the Arbitration unless the award is substantially more favorable than the best proposal made by the respondent more than thirty days prior to the scheduled Arbitration proceeding, in which case such expenses shall be equitably apportioned between the parties.

4.6. All notices shall be in writing and effective upon delivery or upon posting by certified mail, return receipt requested, addressed as follows (or such other address as may be hereafter designated):

If to TPL:

Technology Properties Ltd.  
P O Box 20250  
San Jose, CA 95160  
  
Tel: 408-243-9898  
Fax: 408-296-6637

If to CHM:

Charles H. Moore  
40 Cedar Lane  
P O Box 127  
Sierra City, CA 96125  
Tel: 530-862-1282  
Efax: 413-714-5590

4.7. This Agreement together with its exhibits and attachments contains the entire agreement between the parties and supersedes any and all other agreements between them relating to the subject matter hereof.

5. Attachments.

5.1. Attachment I: Schedule of Patents

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cm *AM*

IN WITNESS WHEREOF, the parties have hereunto set their  
hands and seals as of 21 October 2002.

TECHNOLOGY PROPERTIES LTD.

CHARLES H. MOORE

by   
Daniel E. Leckrone, Chmn



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ATTACHMENT I to Exhibits A, B, & C (CHM ComAg)  
SCHEDULE OF PATENTS

JUR	PAT NO	DESCRIPTION	PRIORITY	FILED	ISSUED	EXPIRES
US	5,440,749	Hi Perf, Lo cost Micro Arch	3 AUG 89	8 AUG 89	8 AUG 95	8 AUG 12
US	5,530,890	Hi Perf, Lo cost Micro Arch	3 AUG 89	7 JUN 95	25 JUN 95	7 JUN 15
US	5,659,703	Micro Sys with Hierarchical stack	3 AUG 89	7 JUN 95	19 AUG 97	7 JUN 15
US	5,784,584	Multiple Instructions within Groups	3 AUG 89	7 JUN 95	21 JUL 98	21 JUN 15
US	5,809,336	Hi Perf Variable Speed Sys Clock	3 AUG 89	7 JUN 95	15 SEP 98	15 SEP 15
US	5,604,915	Load Dependent Bus Timing	3 AUG 89	7 JUN 95	18 FEB 97	7 JUN 15
US	6,598,148	Hi Perf Variable Speed Sys Clock	- - - -	29 JUL 98	- - - -	- - - -
DE	69033568.7	Hi Perf, Lo Cost Micro	- - - -	2 AUG 90	14 JUN 00	- - - -
DE	69033568T2	Preisguenstiger Hochleistungsmikro	- - - -	2 AUG 90	1 MAR 01	- - - -
DE	69033568C0	Preisguenstiger Hochleistungsmikro	- - - -	2 AUG 90	20 JUL 00	- - - -
EP	0786730	Hi Perf, Lo Cost Micro	- - - -	2 AUG 90	14 JUN 00	- - - -
EP	786730A1	Hi Perf, Lo Cost Micro	- - - -	2 AUG 90	30 JUL 97	- - - -
EP	497772M4	Hi Perf, Lo Cost Micro	- - - -	2 AUG 90	4 AUG 93	- - - -
EP	497772A1	Hi Perf, Lo Cost Micro	- - - -	2 AUG 90	12 AUG 92	- - - -
EP	0870226	- - - -	- - - -	- - - -	- - - -	- - - -
FR	0786730	Hi Perf, Lo Cost Micro	- - - -	2 AUG 90	14 JUL 00	- - - -
WO	9715001	RISC Microprocessor Arch	- - - -	- - - -	- - - -	- - - -
WO	9102311A3	Hi Perf, Lo Cost Micro	- - - -	2 AUG 90	21 MAR 91	- - - -
WO	9102311A1	Hi Perf, Lo Cost Micro	- - - -	2 AUG 90	21 FEB 91	- - - -
JP	5502125T2	- - - -	- - - -	2 AUG 90	15 APR 93	- - - -
JP	2966085B2	- - - -	- - - -	- - - -	25 OCT 99	- - - -
AU	6067290A1	Hi Perf, Lo Cost Micro	- - - -	2 AUG 90	11 MAR 91	- - - -

The Schedule of Patents shall include the items listed above, as well as all progenitors and progeny thereof, and all additions, changes, amendments, modifications, actions, counterparts, continuations, continuations-in-part, extensions, reissues, divisionals and/or renewals of such progenitors and progeny.

Tp102\007 Moore 20OCT02 Exh A

### 3. Grant of rights from TPL to NewCo;

LICENSE  
TPL TO T-NEWCO

This License ("License") is entered into by and between Technology Properties Limited, Inc. as the Licensor ("TPL" or "Licensor") on the one hand, and T-NewCo as the Licensee ("NewCo") on the other hand, as a part of that certain Agreement entered into between the parties contemporaneously herewith.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained as well as of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed by and between the parties hereto that:

1. Subject Matter.

1.1. The patents described in the Schedule of Patents at Attachment I hereof, sometimes collectively referred to as the "Project Patents".

2. Grant of License.

2.1. Licensor hereby grants unto NewCo the exclusive, personal and non-transferable, worldwide right and license to:

2.1.1. To grant licenses and sub-licenses to make, have made, use, sell, and import products and/or services utilizing the Project Patents, for all fields of use and for all applications;

2.1.2. To sue in the name of either TPL or jointly with Patriot Scientific Corporation and/or NewCo if required by law, and to pursue for the use and benefit of TPL:

(i) all remedies of whatsoever kind or nature with respect to the protection, use, and enforcement of the Project Patents;

(ii) the collection of all claims for damages, profits, and awards relating to the past, present, or future use or ownership of the Project Patents; and

(iii) all equitable relief available in connection therewith;

Including but not limited to the right to (a) bring, conduct, and conclude patent infringement lawsuits; (b) bring, prosecute and defend re-examination proceedings (c) bring, prosecute and enforce claims for contempt relating to non-compliance with injunctions; and (d) prosecute continuation and continuation in part applications.

2.1.3. To otherwise manage and control by license, sublicense, or other agreement the practice and/or use of the Project Patents by third parties.

Accordingly, Licensor divests itself of all rights with respect to the activities and rights described at 2.1.1., 2.1.2., and 2.1.3. above, and Licensor retains no such right.

2.2. Provided, however, that Licensor shall for all purposes be deemed to have retained a non-exclusive, worldwide, irrevocable right and license:

2.2.1 To utilize the Project Patents on a royalty-free basis to make, have made, use, sell and/or import products that are designed, manufactured, and sold by Licensor under brand names currently owned or subsequently originated and owned by Licensor; and,

2.2.2. To utilize the Project Patents on a royalty-bearing basis to make, have made, use, sell and/or import products that are not designed, manufactured, and sold by Licensor under brand names currently owned or subsequently originated and owned by Licensor.

2.2.3. As used herein, "products" includes Licensor's own microprocessor designs. Such products carry with them under the Project Patents a license covering such products as existing when obtained from Licensor, including minor changes thereto other than colorably different changes. As used herein, a "microprocessor design" means a Register Transfer Language ("RTL") software described core or counterpart thereof.

### 3. Royalty.

3.1 Licensor shall pay no royalty under the Project Patents on products described in section 2.2.1. above.

3.2. Licensor shall pay a royalty under the Project Patents on all products described in section 2.2.2. that is fair, reasonable, non-discriminatory, and within the terms of Project Patent standard licensing programs then in effect.

### 4. General.

4.1. Upon the agreement of the parties hereto, NewCo shall submit any issue of validity to the issuing patent office in a Petition for Reexamination or comparable proceeding. The outcome shall be binding on the parties unless appealed by Licensor.

4.2. In the event of a dispute under this License, all performances due hereunder by NewCo shall continue unabated throughout the entire process and a final adjudication has been made from which no appeal or review can be undertaken.

4.3. In no event shall any right, duty, or privilege arising hereunder be assigned by either party to an entity which it does not own and control, without the prior written consent of the other party. Any attempted or purported assignment without such consent shall be voidable at the option of the non-consenting party.

4.4. Any covenant requiring a party to perform or provide an act or service shall be construed to impose upon such party the burden of the cost thereof unless otherwise provided for herein.

4.5. Section titles are intended only to aid and assist the reader as an index device and are not intended to be descriptive of the contents of the section or to be used for construction or interpretation.

4.6. The failure of any provision of this Agreement by virtue of its being construed as invalid or otherwise unenforceable shall render the entire Agreement cancelable at the option of the party asserting the enforceability of the said provision.

4.7. All notices shall be in writing and effective upon delivery or upon posting by certified mail, return receipt requested, addressed as follows (or such other address as may be hereafter designated):

If to Licensor:

Technology Properties Limited Inc.  
21730 Stevens Creek Blvd  
Cupertino, CA 95014  
Telephone: 408-446-4222  
Facsimile: 408-446-5444  
Attn: Daniel E. Leckrone, Chairman

If to NewCo:

Technology Properties Limited Inc.  
21730 Stevens Creek Blvd  
Cupertino, CA 95014  
Telephone: 408-446-4222  
Facsimile: 408-446-5444  
Attn: Daniel E. Leckrone, Chairman

4.8. This Agreement together with its exhibits and attachments contains the entire agreement between the parties and supersedes any and all other agreements between them relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date of the execution hereof by the last signatory hereto.

TECHNOLOGY PROPERTIES LIMITED

TPL NEWCO

by

by

date:

date:

ATTACHMENT I  
SCHEDULE OF PATENTS

A. MSD PATENTS - US

<u>NUMBER</u>	<u>ISSUED</u>	<u>NAME</u>	<u>EXPIRY</u>	<u>FILED</u>
US 95	5,440,749 8 AUG 12	Hi Perf, Lo cost Micro Arch	3 AUG 89	8 AUG
US 96	5,530,890 25 JUN 13	Hi Perf, Lo cost Micro Arch	7 JUN 95	25 JUN
US 97	5,659,703 19 AUG 14	Micro Sys with Hierarchical stack	7 JUN 95	19
US 98	5,784,584 21 JUL 15	Multiple Instructions within Groups	7 JUN 95	21 JUL
US 98	5,809,336 15 SEP 15	Hi Perf Variable Speed Sys Clock	7 JUN 95	15 SEP
US 98	5,604,915 18 FEB 97	Load Dependent Bus Timing	7 JUN 95	
US 98	6,598,148 22 JUL 03	Hi Perf Microprocessor Having Variable Speed Sys Clock	29 JUL 98	

B. MSD PATENT APPLICATIONS PENDING - US

SN 09/051,263	RISC Microprocessor Architecture	8 AUG 98	-----
3 AUG 09			

C. MSD PATENTS - NON US (Preliminary)

DE 00	69033568.7 2 AUG 10	Hi Perf, Lo Cost Micro	2 AUG 90	14 JUN
DE 01	69033568T2 -----	Preisguenstiger Hochleistungsmikro	2 AUG 90	1 MAR
DE 00	69033568C0 -----	Preisguenstiger Hochleistungsmikro	2 AUG 90	20 JUL
EP 00	0786730 2 AUG 10	Hi Perf, Lo Cost Micro	2 AUG 90	14 JUN
EP 97	786730A1 -----	Hi Perf, Lo Cost Micro	2 AUG 90	30 JUL
EP 93	497772A4 -----	Hi Perf, Lo Cost Micro	2 AUG 90	4 AUG
EP 92	497772A1 -----	Hi Perf, Lo Cost Micro	2 AUG 90	12
EP 00	0870226 -----	RISC Microprocessor Architecture	-----	-----
FR 00	0786730 -----	Hi Perf, Lo Cost Micro	2 AUG 90	14 JUL
WO 91	9715001 -----	RISC Microprocessor Arch	-----	-----
WO 91	9102311A3 MAR 91	Hi Perf, Lo Cost Micro	2 AUG 90	21
WO 91	9102311A1 -----	Hi Perf, Lo Cost Micro	2 AUG 90	1 FEB
JP 93	5502125T2 15 APR 93	-----	2 AUG 90	

JP	2966085B2	Hi Perf, Lo Cost Micro	2 AUG 90	13 AUG
99	2 AUG 10			
AU	6067290A1	Hi Perf, Lo Cost Micro	2 AUG 90	
	11 MAR 91	----		

The schedule of Patents shall include the items listed above, as well as all progenitors and progeny thereof, and all additions, changes, amendments, modifications, actions, counterparts, continuations, continuations-in-part, extensions, reissues, divisionals and/or renewals of such items, progenitors, and/or progeny.

FINAL TPLNEWCO LICENSE.doc

#### 4. Grant of rights from PTSC to NewCo; and

LICENSE  
PTSC TO P-NEWCO

This License ("License") is entered into by and between Patriot Scientific Corporation as the Licensor "Patriot" or "Licensor") on the one hand, and P-NewCo as the Licensee ("NewCo") on the other hand, as a part of that certain Agreement entered into between the parties contemporaneously herewith.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained as well as of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed by and between the parties hereto that:

1. Subject Matter.

1.1. The patents described in the Schedule of Patents at Attachment I hereof, sometimes collectively referred to as the "Project Patents".

2. Grant of License.

2.1. Licensor hereby grants unto NewCo the exclusive (subject to Section 2.3 below), personal and non-transferable, worldwide right and license to:

2.1.1. To grant licenses and sub-licenses to make, have made, use, sell, and import products and/or services utilizing the Project Patents, for all fields of use and for all applications;

2.1.2. To sue in the name of either Patriot or jointly with Patriot and/or NewCo if required by law, and to pursue for the use and benefit of Patriot:

(i) all remedies of whatsoever kind or nature with respect to the protection, use, and enforcement of the Project Patents;

(ii) the collection of all claims for damages, profits, and awards relating to the past, present, or future use or ownership of the Project Patents; and

(iii) all equitable relief available in connection therewith;

including but not limited to the right to (a) bring, conduct, and conclude patent infringement lawsuits; (b) bring, prosecute and defend re-examination proceedings (c) bring, prosecute and enforce claims for contempt relating to non-compliance with injunctions; and (d) prosecute continuation and continuation in part applications.

2.1.3. To otherwise manage and control by license, sublicense, or other agreement the practice and/or use of the Project Patents by third parties.

Accordingly, Licensor divests itself of all rights with respect to the activities and rights described at 2.1.1., 2.1.2., and 2.1.3. above, and Licensor retains no such right.

2.2. All rights not granted to Newco hereunder are retained by Licensor, including without limitation the non-exclusive, worldwide, irrevocable right:

2.2.1 To utilize the Project Patents on a royalty-free basis to make, have made, use, sell, license and/or import products that are:

- (a) designed and sold by Licensor; and
- (b) manufactured by or on behalf of Licensor;

under brand names currently owned or subsequently originated and owned by Licensor; and,

2.2.2. To utilize the Project Patents on a royalty-bearing basis to make, have made, use, sell and/or import products that are not:

- (a) designed or sold by Licensor, or
- (b) manufactured by or on behalf of Licensor;

under brand names currently owned or subsequently originated and owned by Licensor.

2.2.3. As used herein, "products" includes Licensor's own microprocessor designs. Such products carry with them under the Project Patents a license covering such products as existing when obtained from Licensor, including minor changes thereto other than colorably different changes. As used herein, a "microprocessor design" means a Register Transfer Language ("RTL") software described core or counterpart thereof.

2.3. Provided further, that the grant in Section 2.1 is subject to the terms and conditions of the Patent License Agreement between Patriot and Intel Corporation, dated as of June 1, 2005, a copy of which is attached hereto as Attachment II.

### 3. Royalty.

3.1 Licensor shall pay no royalty under the Project Patents on products described in section 2.2.1. above.

3.2. Licensor shall pay a royalty under the Project Patents on all products described in section 2.2.2. that is fair, reasonable, non-discriminatory, and within the terms of Project Patent standard licensing programs then in effect.

### 4. General.

4.1. Upon the agreement of the parties hereto, NewCo shall submit any issue of validity to the issuing patent office in a Petition for Reexamination or comparable proceeding. The outcome shall be binding on the parties unless appealed by Licensor.

4.2. In the event of a dispute under this License, all performances due hereunder by NewCo shall continue unabated throughout the entire process and a final adjudication has been made from which no appeal or review can be undertaken.

4.3. In no event shall any right, duty, or privilege arising hereunder be assigned by either party to an entity which it does not own and control, without the prior written consent of the other party. Any attempted or purported assignment without such consent shall be voidable at the option of the non-consenting party.

4.4. Any covenant requiring a party to perform or provide an act or service shall be construed to impose upon such party the burden of the cost thereof unless otherwise provided for herein.

4.5. Section titles are intended only to aid and assist the reader as an index device and are not intended to be descriptive of the contents of the section or to be used for construction or interpretation.

4.6. The failure of any provision of this Agreement by virtue of its being construed as invalid or otherwise unenforceable shall render the entire Agreement cancelable at the option of the party asserting the enforceability of the said provision.

4.7. All notices shall be in writing and effective upon delivery or upon posting by certified mail, return receipt requested, addressed as follows (or such other address as may be hereafter designated):

If to Licensor:

Patriot Scientific Corporation  
10989 Via Frontera  
San Diego, CA 92127  
Facsimile: (858) 674-5004

If to NewCo:

Patriot Scientific Corporation  
10989 Via Frontera  
San Diego, CA 92127  
Facsimile: (858) 674-5004

4.8. This Agreement together with its exhibits and attachments contains the entire agreement between the parties and supersedes any and all other agreements between them relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date of the execution hereof by the last signatory hereto.

PATRIOT SCIENTIFIC CORPORATION

NEWCO

By: David H. Pohl  
DAVID H. POHL  
PRESIDENT & CEO

David H. Pohl  
DAVID H. POHL  
PATRIOT APPOINTEE

date: JUNE 15, 2005

date: JUNE 15, 2005

ATTACHMENT I  
SCHEDULE OF PATENTS

A. MSD PATENTS - US

NUMBER	ISSUED	NAME	EXPIRY	FILED
US 95	5,440,749 8 AUG 12	Hi Perf, Lo cost Micro Arch	3 AUG 89	8 AUG
US 96	5,530,890 25 JUN 13	Hi Perf, Lo cost Micro Arch	7 JUN 95	25 JUN
US 97	5,659,703 19 AUG 14	Micro Sys with Hierarchical stack	7 JUN 95	19
US 98	5,784,584 21 JUL 15	Multiple Instructions within Groups	7 JUN 95	21 JUL
US 98	5,809,336 15 SEP 15	Hi Perf Variable Speed Sys Clock	7 JUN 95	15 SEP
US 98	5,604,915 18 FEB 97	Load Dependent Bus Timing	7 JUN 95	
US 98	6,598,148 22 JUL 03	Hi Perf Microprocessor Having Variable Speed Sys Clock	29 JUL 98	

B. MSD PATENT APPLICATIONS PENDING - US

SN 09/051,263	RISC Microprocessor Architecture	8 AUG 98	-----
3 AUG 09			

C. MSD PATENTS - NON US (Preliminary)

DE 00	69033568.7 2 AUG 10	Hi Perf, Lo Cost Micro	2 AUG 90	14 JUN
DE 01	69033568T2 -----	Preisguenstiger Hochleistungsmikro	2 AUG 90	1 MAR
DE 00	69033568C0 -----	Preisguenstiger Hochleistungsmikro	2 AUG 90	20 JUL
EP 00	0786730 2 AUG 10	Hi Perf, Lo Cost Micro	2 AUG 90	14 JUN
EP 97	786730A1 -----	Hi Perf, Lo Cost Micro	2 AUG 90	30 JUL
EP 93	497772A4 -----	Hi Perf, Lo Cost Micro	2 AUG 90	4 AUG
EP 92	497772A1 -----	Hi Perf, Lo Cost Micro	2 AUG 90	12
EP 00	0870226 -----	RISC Microprocessor Architecture	-----	-----
FR 00	0786730 -----	Hi Perf, Lo Cost Micro	2 AUG 90	14 JUL
WO 91	9715001 -----	RISC Microprocessor Arch	-----	-----
WO 91	9102311A3 -----	Hi Perf, Lo Cost Micro	2 AUG 90	21
WO 91	9102311A1 -----	Hi Perf, Lo Cost Micro	2 AUG 90	1 FEB
JP 93	5502125T2 15 APR 93	-----	2 AUG 90	

JP	2966085B2	Hi Perf, Lo Cost Micro	2 AUG 90	13 AUG
99	2 AUG 10			
AU	6067290A1	Hi Perf, Lo Cost Micro	2 AUG 90	
	11 MAR 91	----		

The schedule of Patents shall include the items listed above, as well as all progenitors and progeny thereof, and all additions, changes, amendments, modifications, actions, counterparts, continuations, continuations-in-part, extensions, reissues, divisionals and/or renewals of such items, progenitors, and/or progeny.

ATTACHMENT II  
[PATENT LICENSE AGREEMENT BETWEEN PATRIOT AND INTEL CORPORATION]

wsE46.tmp

Revised Final Patriot.P-Newco License.doc

## 5. Grant of rights from NewCo to TPL.

**EXHIBIT A**  
**GRANT**  
**(NEWCO TO TPL)**

This Grant ("Grant") is entered into by and between Newco (sometimes "Newco") on the one hand, and Technology Properties Limited ("TPL"), on the other hand, and is made and entered into for the purpose of implementing that certain Commercialization Agreement ("ComAg") entered into between the parties contemporaneously herewith.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained as well as of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed by and between the parties hereto that:

**1. Subject Matter.**

1.1. The patents described in the Schedule of Patents at Attachment I hereof, sometimes collectively referred to as the "Project Patents."

**2. Grant.**

2.1. Pursuant to the provisions of section 2.1 of the Licenses made a part hereof as Attachment I (PTSC to Newco) and Attachment II (TPL to Newco), Newco hereby grants unto Technology Properties Limited the exclusive, personal and non-transferable, worldwide right to:

2.1.1. To grant licenses and sub-licenses to make, have made, use, sell, and import products and/or services utilizing the Project Patents, for all fields of use and for all applications;

2.1.2. To sue in the name of Technology Properties Limited or jointly with Patriot Scientific Corporation, Charles H. Moore and/or Newco if required by law, and to pursue for the use and benefit of Technology Properties Limited: (i) all remedies of whatsoever kind or nature with respect to the protection, use, and enforcement of the Project Patents; (ii) the collection of all claims for damages, profits, and awards relating to the past, present, or future use or ownership of the Project Patents; and (iii) all equitable relief available in connection therewith; and,

2.1.3. To otherwise manage and control by license, sublicense, or other agreement the practice and/or use of the Project Patents by third parties.

Accordingly, Newco divests itself of all rights with respect to the activities and/or rights described at 2.1.1., 2.1.2., and 2.1.3. above, and Newco retains no such right.

2.2. The grant at Section 2.1 above shall be subject to (a) the terms and conditions of the Patent License Agreement between Patriot and Intel Corporation, dated as of June 1, 2005, and (b) the rights retained by PTSC and TPL under the provisions of section 2.2 of the said Attachments I and II, respectively.

3. General.

3.1. In no event shall any right, duty, or privilege arising hereunder be assigned by either party to an entity which it does not own and control, without the prior written consent of the other party. Any attempted or purported assignment without such consent shall be voidable at the option of the non-consenting party.

3.2. Any covenant requiring a party to perform or provide an act or service shall be construed to impose upon such party the burden of the cost thereof unless otherwise provided for herein or in the ComAg.

3.3. Section titles are intended only to aid and assist the reader and are not intended to be descriptive of the contents of the section or to be used for construction or interpretation.

3.4. The failure of any provision of this Agreement by virtue of its being construed as invalid or otherwise unenforceable shall render the entire Agreement cancelable at the option of the party asserting the enforceability of the said provision.

3.5. All notices shall be in writing and effective upon delivery or upon posting by certified mail, return receipt requested, addressed as follows (or such other address as may be hereafter designated):

If to TPL:

Daniel E Leckrone, Chm  
21730 Stevens Creek Blvd  
Cupertino, CA 95014  
Telephone: 408-446-4222  
Facsimile: 408-446-5444

If to Newco:

Daniel E Leckrone, Chm  
21730 Stevens Creek Blvd  
Cupertino, CA 95014  
Telephone: 408-446-4222  
Facsimile: 408-446-5444

AND

Patriot Scientific Corporation  
10989 Via Frontera  
San Diego, CA 92127  
Attn: President  
Fax: (858) 674-5005

AND

Robert K. Neilson

Relational Advisors LLC  
11975 El Camino Real, Suite 300  
San Diego, California 92130  
Fax: (858) 704-3341

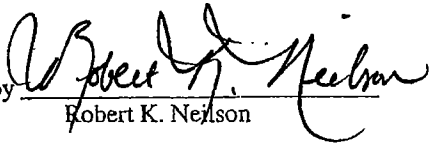
3.6. This Agreement together with its exhibits and attachments contains the entire agreement between the parties and supersedes any and all other agreements between them relating to the subject matter hereof.

3.7. This Agreement shall be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws) of the State of California.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date of the execution hereof by the last signatory hereto.

NEWCO

TECHNOLOGY PROPERTIES LTD.

by   
Robert K. Neilson

by \_\_\_\_\_  
Daniel E. Leckrone, Chairman

date: 6/16/05

date: \_\_\_\_\_

Attachment I – Schedule of Patents

(See next page)

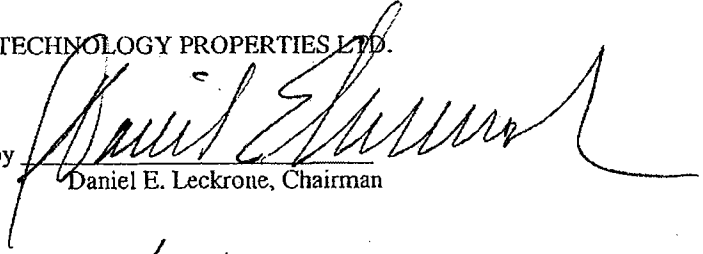
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date of the execution hereof by the last signatory hereto.

NEWCO

by \_\_\_\_\_  
Robert K. Neilson

date: \_\_\_\_\_

TECHNOLOGY PROPERTIES LTD.

by   
Daniel E. Leckrone, Chairman

date: 6/16/05

Attachment I – Schedule of Patents

(See next page)

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US 5,530,890	Hi Perf, Lo cost Micro Arch	7 JUN 95		25 JUN 96		25 JUN 13	
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DE 69033568C0	Preisgünstiger Hochleistungsmikro	2 AUG 90		20 JUL 00		- - -	
EP 0786730	Hi Perf, Lo Cost Micro	2 AUG 90		14 JUN 00		2 AUG 10	
EP 786730A1	Hi Perf, Lo Cost Micro	2 AUG 90		30 JUL 97		- - -	
EP 497772A4	Hi Perf, Lo Cost Micro	2 AUG 90		4 AUG 93		- - -	
EP 497772A1	Hi Perf, Lo Cost Micro	2 AUG 90		12 AUG 92		- - -	
EP 0870226	RISC Microprocessor Architecture	- - -		- - -		- - -	
FR 0786730	Hi Perf, Lo Cost Micro	2 AUG 90		14 JUL 00		- - -	
WO 9715001	RISC Microprocessor Arch	- - -		- - -		- - -	
WO 9102311A3	Hi Perf, Lo Cost Micro	2 AUG 90		21 MAR 91		- - -	
WO 9102311A1	Hi Perf, Lo Cost Micro	2 AUG 90		1 FEB 91		- - -	
JP 5502125T2	- - -	2 AUG 90		15 APR 93		- - -	
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